

**BUSINESS AFFAIRS AND HUMAN RESOURCES
SEPTEMBER 20-21, 2001**

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BUSINESS AFFAIRS AND HUMAN RESOURCES
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INSTITUTION/AGENCY AGENDA
SUBJECT:

ITEM #1

Institution/Agency Agenda items detailed on the following pages:

		<u>CONSENT</u>	
		<u>YES</u>	<u>NO</u>
1.1	BOISE STATE UNIVERSITY		
	Request for New Positions	_____	_____
	Changes in Positions (FTE Changes)	_____	_____
	Non-Promotional Increases	_____	_____
	Equal to or Greater Than \$15,000 or 20%	_____	_____
1.2	IDAHO STATE UNIVERSITY		
	Request for New Positions 13	_____	_____
	Changes in Positions (FTE Changes) 16	_____	_____
	Appointments		
	Associate/Assistant Dean 16	_____	_____
	Head Coach/Athletic Director 17	_____	_____
1.3	UNIVERSITY OF IDAHO		
	Request for New Positions	_____	_____
	Head Coach/Athletic Director	_____	_____
1.4	LEWIS-CLARK STATE COLLEGE		
	Request for New Positions	_____	_____
1.5	IDAHO DIVISION OF VOCATIONAL REHABILITATION		
	Request for New Positions	_____	_____
1.6	IDAHO PUBLIC TELEVISION		
	System Report	_____	_____

DISCUSSION:

Review Institution/Agency Agenda items and move to Non-Consent Agenda, if appropriate.

IMPACT:

Approve Institution/Agency Agenda items.

MOTION:

A motion to approve the Institutional/Agency Agenda as presented in ITEMS #1.1 - 1.6 for Boise State University, Idaho State University, University of Idaho, Lewis-Clark State College, Idaho Division of Vocational Rehabilitation, and Idaho Public Television.

Moved by _____ Carried Yes _____ No _____

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**BUSINESS AFFAIRS AND HUMAN RESOURCES
SEPTEMBER 20-21, 2001**

**INSTITUTION/AGENCY AGENDA
BOISE STATE UNIVERSITY**

ITEM #1.1

2.0 BUSINESS AFFAIRS AND HUMAN RESOURCES

2.1 NEW POSITION

2.1.1 ADMINISTRATIVE

Position Title: TECenter Director
Type of Position: Professional Staff
FTE: 1.0
Term of Appointment: Fiscal
Effective Date: October 1, 2001
Salary Range: \$70,000 (\$21,000 fringe)
Funding Source: Local Funds
Area/Department of Assignment: Idaho Small Business Development Center
Description of Duties and Responsibilities: Manager of the business incubator scheduled to be open in the Fall of 2002 on the Boise State University West Campus.
Justification for the Position: Position being created now to assist with better management of the EDA grant for construction of the incubator and to start securing quality tenants.

Position Title: Director of Special Events
Type of Position: Professional Staff
FTE: 1.0
Term of Appointment: Fiscal
Effective Date: October 1, 2001
Salary Range: \$36,504 (\$10,951 Fringe)
Funding Source: Appropriated
Area/Department of Assignment: Alumni
Description of Duties and Responsibilities: Aid and assist in the development of building a strong alumni base to support the University by developing programs and events for students and alumni.
Justification for the Position: Reorganization of the workload in an effort to expand and improve the mission of the Alumni Office.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
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**INSTITUTION/AGENCY AGENDA
BOISE STATE UNIVERSITY continued**

ITEM #1.1

Position Title: Assistant Golf Coach
Type of Position: Professional Staff
FTE: 1.0
Term of Appointment: Fiscal
Effective Date: October 1, 2001
Salary Range: \$25,000 (\$7,500 Fringe)
Funding Source: Local Funds
Area/Department of Assignment: Intercollegiate Athletics
Description of Duties and Responsibilities: Will provide assistance to student-athletes in the sport of Golf.
Justification for the Position: Men's and Women's Golf are the only two sports in the Athletic Department without an assistant Coach. The Men's golf coach is also the head wrestling coach. An assistant coach is needed to provide direction through the year.

Position Title: Physician's Assistant
Type of Position: Professional Staff
FTE: 1.0
Term of Appointment: Fiscal
Effective Date: October 1, 2001
Salary Range: \$70,824 (\$21,247 Fringe)
Funding Source: Local
Area/Department of Assignment: Student Health Center
Description of Duties and Responsibilities: Provide primary care and perform medical procedures for students at the University, including evaluation, diagnosis, and treatment of patients.
Justification for the Position: Provider staff is being increased to address the increasing demand for patient care with patient visits increasing approximately 20 percent last year.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
SEPTEMBER 20-21, 2001**

**INSTITUTION/AGENCY AGENDA
BOISE STATE UNIVERSITY continued**

ITEM #1.1

Position Title:	Systems Administrator
Type of Position:	Professional Staff
FTE:	.5
Term of Appointment:	Fiscal
Effective Date:	October 1, 2001
Salary Range:	\$15,912 (\$4,774 Fringe)
Funding Source:	Local
Area/Department of Assignment:	Intercollegiate Athletics
Description of Duties and Responsibilities:	Maintain and enhance the existing computer networks and labs. The Athletic Department currently hosts 3 servers and 180 computers.
Justification for the Position:	Will reduce departmental costs by preventive maintenance of the system and reduce down time of computers when there is a problem.

2.1.4 OTHER

Position Title:	Security Officer, Senior (2 positions)
Type of Position:	Classified
FTE:	1.0
Term of Appointment:	Fiscal
Effective Date:	October 1, 2001
Salary Range:	\$19,074 (\$7,629 Fringe)
Funding Source:	Appropriated
Area/Department of Assignment:	Campus Safety
Description of Duties and Responsibilities:	Patrol and provide security for public buildings, Property to provide a safe environment of the main campus.
Justification for the Position:	Increase security presence on campus during the day and to provide a safe environment for the main campus.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
SEPTEMBER 20-21, 2001**

**INSTITUTION/AGENCY AGENDA
BOISE STATE UNIVERSITY continued**

ITEM #1.1

Position Title: Financial Support Technician
Type of Position: Classified
FTE: .5
Term of Appointment: Fiscal
Effective Date: October 1, 2001
Salary Range: \$9,537 (\$3,815 Fringe)
Funding Source: Appropriated
Area/Department of Assignment: President's Office
Description of Duties and Responsibilities: Responsible for accounting records for the President's Office and University Council, assisting with accounting needs for the Annual BSU/Gene Harris Jazz Festival, paying bills, processing travel request and reimbursements, filing and assisting with special projects.
Justification for the Position: Increased workload in the President's Office.

Position Title: Administrative Assistant I
Type of Position: Classified
FTE: 1.0
Term of Appointment: Fiscal
Effective Date: October 1, 2001
Salary Range: \$21,445 (\$8,578 Fringe)
Funding Source: Local
Area/Department of Assignment: Intercollegiate Athletics
Description of Duties and Responsibilities: Assist the marketing and promotions department with clerical duties.
Justification for the Position: The marketing and promotions department has had a large increase in sponsorships and needs to continue to add sponsors, market programs and generate new revenue. To adequately service these sponsors and departmental needs, an increase in staff is necessary.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
SEPTEMBER 20-21, 2001**

**INSTITUTION/AGENCY AGENDA
BOISE STATE UNIVERSITY continued**

ITEM #1.1

2.3 CHANGES IN POSITIONS (FTE CHANGES)

2.3.1 ADMINISTRATIVE

Position Title:	Medical Doctor
Type of Position:	Professional Staff
FTE:	.5
Term of Appointment:	from 8 to 11 month
Effective Date:	October 1, 2001
Salary Range:	\$19,285 (\$5,785 Fringe)
Funding Source:	Local
Area/Department of Assignment:	Student Health Center
Description of Duties and Responsibilities:	Medical Doctor for students.
Justification for the Position:	Patients visits increased approximately 20 percent in the last year for student visits to the Student Health Center. Increasing the months of service will provide coverage during summer months.

Position Title:	Program Manager
Type of Position:	Professional Staff
FTE:	.25
Term of Appointment:	Fiscal
Effective Date:	October 1, 2001
Salary Range:	\$7,956 (\$2,387 Fringe)
Funding Source:	Local
Area/Department of Assignment:	Center for Management Development
Description of Duties and Responsibilities:	Coordinate and conduct program logistics for program. Develop new client relationships and maintain/enhance relationships with established clients. May teach/develop non-credit courses, workshop or certificate programs.
Justification for the Position:	Due to the increase in the number and complexity of programs and participants in the non-credit workshops through the College of Business Center for Management Development, position needs to be switched from classified to professional staff and given additional responsibilities.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
SEPTEMBER 20-21, 2001**

**INSTITUTION/AGENCY AGENDA
BOISE STATE UNIVERSITY continued**

ITEM #1.1

2.3.4 OTHER

Position Title:	Medical Assistant
Type of Position:	Classified
FTE:	.2
Term of Appointment:	Fiscal
Effective Date:	October 1, 2001
Salary Range:	\$3,736 (\$1,494 Fringe)
Funding Source:	Local
Area/Department of Assignment:	Student Health Center
Description of Duties and Responsibilities:	Performs patient check-in and takes vital signs measurements. Conducts minor triage, performs phlebotomy, and limited lab testing.
Justification for the Position:	Will reduce patient wait time, allow more patients to be seen and will allow providers to concentrate on primary care activities as well as increased efficiency and use of nursing staff.

Position Title:	Medical Assistant, Registered
Type of Position:	Classified
FTE:	.2
Term of Appointment:	Fiscal
Effective Date:	October 1, 2001
Salary Range:	\$4,949 (\$1,979 Fringe)
Funding Source:	Local
Area/Department of Assignment:	Student Health Center
Description of Duties and Responsibilities:	Performs patient check-in and takes vital signs measurements. Conducts minor triage, performs phlebotomy, and limited lab testing.
Justification for the Position:	Will reduce patient wait time, allow more patients to be seen and will allow providers to concentrate on primary care activities as well as increased efficiency and use of nursing staff.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
SEPTEMBER 20-21, 2001**

**INSTITUTION/AGENCY AGENDA
BOISE STATE UNIVERSITY continued**

ITEM #1.1

2.5 OTHER

**2.5.1 NON-PROMOTIONAL INCREASES EQUAL TO OR GREATER THAN
\$15,000 OR 20%**

Name and Title: Amit Jain, Associate Professor
Type of Position: Faculty
FTE: 1.0
Term of Appointment: Academic
Effective Date: August 20, 2001
Proposed Salary: \$73,521
Prior Salary: \$60,154
Amount and Percent: +\$13,367/+22.2%
Funding Source: Appropriated
Area/Department of Assignment: Computer Science Department
Description of Duties and Responsibilities: Faculty in the Computer Science Department.
Justification: Salary increase due to salary competitiveness for faculty within the Department of Computer Science.

Name and Title: John Lusth, Assistant Professor
Type of Position: Faculty
FTE: 1.0
Term of Appointment: Academic
Effective Date: August 20, 2001
Proposed Salary: \$72,387
Prior Salary: \$57,075
Amount and Percent: +\$15,312/+26.8%
Funding Source: Appropriated
Area/Department of Assignment: Computer Science Department
Description of Duties and Responsibilities: Faculty in the Computer Science Department.
Justification: Salary increase due to salary competitiveness for faculty within the Department of Computer Science.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
SEPTEMBER 20-21, 2001**

**INSTITUTION/AGENCY AGENDA
BOISE STATE UNIVERSITY continued**

ITEM #1.1

Name and Title:	Jyh-Haw Yeh, Assistant Professor
Type of Position:	Faculty
FTE:	1.0
Term of Appointment:	Academic
Effective Date:	August 20, 2001
Proposed Salary:	\$68,008
Prior Salary:	\$56,118
Amount and Percent:	+\$11,890/+21,2%
Funding Source:	Appropriated
Area/Department of Assignment:	Computer Science Department
Description of Duties and Responsibilities:	Faculty in the Computer Science Department.
Justification:	Salary increase due to salary competitiveness for faculty within the Department of Computer Science.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
SEPTEMBER 20-21, 2001**

**INSTITUTION/AGENCY AGENDA
IDAHO STATE UNIVERSITY**

ITEM #1.2

2.0 BUSINESS AFFAIRS AND HUMAN RESOURCES

2.1 NEW POSITIONS

2.1.2 ACADEMIC

Position Title:	Research Associate
Type of Position:	Non-Classified
FTE:	.5
Term of Appointment:	12 month
Effective Date:	September 24, 2001
Salary Range:	\$30,000.00
Funding Source:	State Funds
Area/Department of Assignment:	Institute of Rural Health
Duties and Responsibilities:	Cultivate relationships with the Idaho Department of Health and Welfare and other state agencies in Boise.
Justification for the Position:	This position will provide an ongoing presence in the Boise area and will assist in seeking opportunities for grants and contracts.

2.1.3. INSTRUCTIONAL

Position Title:	Assistant Professor
Type of Position:	Faculty
FTE:	1.0
Term of Appointment:	9 month
Effective Date:	August, 2002
Salary Range:	\$60,000.00
Funding Source:	State Funds
Area/Department of Assignment:	Health Care Administration
Duties and Responsibilities:	Teach courses, advise students and coordinate the Boise Health Care Administration Program.
Justification for the Position:	Additional faculty support for the planned development of the MS in Health Services Management.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
SEPTEMBER 20-21, 2001**

**INSTITUTION/AGENCY AGENDA
IDAHO STATE UNIVERSITY continued**

ITEM #1.2

Position Title: Assistant Professor
Type of Position: Faculty
FTE: 1.0
Term of Appointment: 12 month
Effective Date: January, 2002
Salary Range: \$47,000.00
Funding Source: State Funds
Area/Department of Assignment: Nursing Department
Duties and Responsibilities: Teach courses, advise students, and coordinate the MSN Nursing Program in Boise.
Justification for the Position: To provide a resident faculty member with administrative oversight to coordinate the MSN Nursing Program in the Boise area.

Position Title: Clinical Assistant Professor
Type of Position: Faculty
FTE: 2.0
Term of Appointment: 12 month
Effective Date: January, 2002
Salary Range: \$44,000.00
Funding Source: State Funds
Area/Department of Assignment: Nursing Department
Duties and Responsibilities: Teach clinical and theory courses in the BSN Nursing Program in Boise.
Justification for the Position: To provide additional faculty support for the BSN Nursing Program in Boise.

Position Title: Assistant Professor
Type of Position: Faculty
FTE: 1.0
Term of Appointment: 9 month
Effective Date: August, 2002
Salary Range: \$55,000.00
Funding Source: State Funds
Area/Department of Assignment: Department of Counseling
Duties and Responsibilities: Coordinate the Marriage and Family Counseling major in Boise, which includes the development of internship sites, supervising and advising students, and teaching courses.
Justification for the Position: To provide faculty support for the high demand major in training marriage and family counselors in the Boise area.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
SEPTEMBER 20-21, 2001**

**INSTITUTION/AGENCY AGENDA
IDAHO STATE UNIVERSITY continued**

ITEM #1.2

2.1.4 OTHER

Position Title:	IT Information System Technician
Type of Position:	Classified
FTE:	.5
Term of Appointment:	12 month
Effective Date:	September 24, 2001
Salary Range:	\$13,478.40
Funding Source:	State Funds
Area/Department of Assignment:	ISU Academic Center in Boise
Duties and Responsibilities:	Oversee all maintenance and support functions for the ISU Boise Center computer system; troubleshoot the center phone system and other technological equipment located on sight
Justification for the Position:	Increased growth in ISU academic programs and student enrollment in Boise necessitates quality computer support for students, faculty and staff.

Position Title:	Administrative Assistant 1
Type of Position:	Classified
FTE:	.75
Term of Appointment:	12 month
Effective Date:	September 24, 2001
Salary Range:	\$16,083.60
Funding Source:	State Funds
Area/Department of Assignment:	ISU Academic Center in Boise
Duties and Responsibilities:	Provide secretarial assistance for faculty, staff, and students on evenings and weekends, including various office support functions.
Justification for the Position:	Increased growth in ISU academic programs and student enrollment in Boise necessitates increased staffing on evenings and weekends.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
SEPTEMBER 20-21, 2001**

**INSTITUTION/AGENCY AGENDA
IDAHO STATE UNIVERSITY continued**

ITEM #1.2

2.2 CHANGE IN POSITIONS (FTE CHANGES)

2.3.4 OTHER

Position Title:	Grounds Maintenance Worker (PCN 08161)
Type of Position:	Classified
FTE:	change from .5 FTE to 1.0 FTE
Term of Appointment:	12 month
Effective Date:	October 1, 2001
Salary Range:	\$16,328.00
Funding Source:	State Funds
Area/Department of Assignment:	Physical Plant
Duties and Responsibilities:	Maintenance of recreation fields and other grounds areas; includes mowing, watering, weed control, sprinkler system maintenance, snow/ice removal, equipment maintenance, crew supervision.
Justification for the Position:	To provide additional support for the maintenance of additional recreation fields and increased grounds acreage.

2.4 APPOINTMENTS

2.4.2.B ASSOCIATE/ASSISTANT DEAN

Smith, Laurens H. – Interim Associate Dean, Professor of Biological Sciences, and Account Director of Animal Care Facility	
FTE/Term:	1.0/12 Months
Department:	College of Arts & Sciences
Proposed Annual Salary:	\$71,656.00
Effective Date:	July 1, 2001

**BUSINESS AFFAIRS AND HUMAN RESOURCES
SEPTEMBER 20-21, 2001**

**INSTITUTION/AGENCY AGENDA
IDAHO STATE UNIVERSITY continued**

ITEM #1.2

2.5 OTHER

**2.5.4 HEAD COACH OR ATHLETIC DIRECTOR EMPLOYMENT
AGREEMENTS/MULTI-YEAR CONTRACT EXTENSION**

Douglas P. Oliver – Head Coach/Men's Basketball

(First Addendum to Employment Agreement – Exhibit A)

FTE/Term: 1.0/12 months

Department: Intercollegiate Athletics

Proposed Annual Salary: \$90,646.40

Prior Annual Salary: \$90,646.40

Amount and Percent: \$0.00

Effective Date: May 9, 1999 through May 9, 2005

Explanation: Completed two years of a three-year contract. Extension of multi-year contract for three additional years through FY2005. The addendum adds an academic incentive clause. The dates for the liquidated damages provision are modified to reflect the extended term of the agreement.

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**BUSINESS AFFAIRS AND HUMAN RESOURCES
SEPTEMBER 20-21, 2001**

IDAHO STATE UNIVERSITY

EXHIBIT A

**FIRST ADDENDUM TO EMPLOYMENT AGREEMENT
OF DOUG OLIVER**

This is a First Addendum to the employment Agreement between Idaho State University (the "UNIVERSITY"), and Doug Oliver ("EMPLOYEE") said Agreement made and entered into the 9th day of May, 1999, and said Agreement approved by the State Board of Education on June 17, 1999.

The Agreement is hereby amended as follows:

1. Article 1.06 is hereby amended and shall hereafter read as follows:

Section 1.06. **TERM OF AGREEMENT.** The EMPLOYEE's employment hereunder shall continue until this Agreement terminates on May 9, 2005, and neither party shall have any right to terminate this Agreement prior to May 9, 2005, except as herein provided.

2. Article 2.06 is hereby amended and shall hereafter read as follows:

2.06. Retention Rate Incentive Compensation. If the basketball team's "retention rate" for each academic year of this Agreement, beginning with the 2001-2002 academic year, equals or exceeds 90%, the EMPLOYEE shall receive supplemental pay of \$2,000 and each full-time assistant coach shall receive supplemental pay of \$1,000. "Retention rates" as defined herein will be calculated by the Athletic Director or his designee after the close of spring semester of each academic year. When calculating the "retention rate" the individuals considered shall be those scholarship basketball players on the team roster on the day of the first game of the regular season each year. To qualify for this supplemental pay, (1) at least 90% of said players must remain on the roster until the end of spring semester and the team must maintain a combined cumulative GPA of 2.5 for the fall and spring semesters of the given year at Idaho State University and meet all NCAA eligibility requirements during the same time period; (2) the basketball team must win a minimum of four games during the academic year being considered; (3) the "retention rate" will be calculated anew each year and will not be cumulative.

BUSINESS AFFAIRS AND HUMAN RESOURCES
SEPTEMBER 20-21, 2001

IDAHO STATE UNIVERSITY (continued)

A player who graduates or leaves for a mission or similar service, or who is dismissed for non-academic reasons, subject to the review and approval by the Athletic Director, will not count against the "retention rate" for these purposes.

3. Article 4.02.C is hereby amended and hereafter shall read as follows:

Article 4.02.C. **Liquidated Damages.** Should EMPLOYEE terminate this Agreement or give his notice of termination prior to its expiration date of May 9, 2005, then all obligations of the UNIVERSITY immediately cease and EMPLOYEE shall pay to the UNIVERSITY as liquidated damages, not as a penalty, for his breach of this Agreement the following sum: (1) Twenty Thousand Dollars (\$20,000) if he voluntarily terminates employment on or before May 8, 2002, (2) Ten Thousand Dollars (\$10,000) if he voluntarily terminates employment on or before May 8, 2003; (3) Five Thousand Dollars (\$5,000) if he voluntarily terminates employment on or before May 8, 2004.

EMPLOYEE

UNIVERSITY

Doug Oliver

Richard L. Bowen
President

Date: _____

Date: _____

BUSINESS AFFAIRS AND HUMAN RESOURCES
SEPTEMBER 20-21, 2001

ROUTINE AGENDA
UNIVERSITY OF IDAHO

TEM #1.3

2.0 BUSINESS AFFAIRS AND HUMAN RESOURCES

2.1 NEW POSITIONS

2.1.4 OTHER

Position Title:	Laboratory Curriculum Coordinator
Type of Position:	Non-faculty exempt
FTE:	1.0
Term of Appointment:	12 months
Effective Date:	September 1, 2001
Salary Range:	\$35,000.00
Funding Source:	Non-appropriated funds
Area/Department of Assignment:	Biological Sciences
Duties and Responsibilities:	Responsible for development, implementation and evaluation of laboratory sections
Justification for the Position:	New position

Position Title:	Office Specialist II
Type of Position:	Classified
FTE:	87.5
Term of Appointment:	12 months
Effective Date:	October 1, 2001
Salary Range:	\$16,690.00
Funding Source:	Appropriated funds
Area/Department of Assignment:	Microbiology, Molecular Biology and Biochemistry
Duties and Responsibilities:	Responsible for administrative support
Justification for the Position:	New position

Position Title:	Technical Records Specialist 2
Type of Position:	Classified
FTE:	1.0
Term of Appointment:	12 months
Effective Date:	October 1, 2001
Salary Range:	\$23,982.40 – 30,222.40
Funding Source:	Non-appropriated funds
Area/Department of Assignment:	Research Office
Duties and Responsibilities:	Responsible for assisting with daily operations
Justification for the Position:	New position

**BUSINESS AFFAIRS AND HUMAN RESOURCES
SEPTEMBER 20-21, 2001**

**INSTITUTION/AGENCY AGENDA
UNIVERSITY OF IDAHO continued**

ITEM #1.3

2.5 OTHER

**2.5.4 HEAD COACH OR ATHLETIC DIRECTOR EMPLOYMENT
AGREEMENTS**

Mike Bohn

Position Title:	Director of Athletics
Type of Position:	Non-faculty exempt
FTE:	1.0
Term of Appointment:	12 months
Effective Date:	July 1, 2001 – June 24, 2005
Proposed Annual Salary:	\$145,017.60
Current Annual Salary:	\$109,740.80
Amount and Percent:	+\$35,276.80 (+32%)
Additional Compensation:	Standard UI and Athletic Department fringe benefits; \$5,000 per year for media and public appearances
Funding Source:	Appropriated funds
Area/Department of Assignment:	Athletic Department
Duties and Responsibilities:	Responsible for the Athletics program
Justification for the Position:	Salary equity adjustment based on analysis of comparative salaries at peer institutions. Even with these adjustments, this salary is significantly below predicted salary.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
SEPTEMBER 20-21, 2001**

INSTITUTION/AGENCY

ITEM #1.3

UNIVERSITY OF IDAHO continued

Mike Divilbiss (EXHIBIT B)

Position Title:	Women's Basketball Coach
Type of Position:	Non-faculty exempt
FTE:	1.0
Term of Appointment:	12 months
Effective Date:	September 24, 2001-April 9, 2004
Salary Range:	\$75,004.80
Additional Compensation:	Standard UI & Athletic Department fringe benefits; merit payment of 1/13 of base salary if team wins conference championship and receives NCAA or post-season NIT bid; 1/26 of base salary based on academic achievement and behavior of team members; and 1/26 of base salary based on overall development of basketball program; liquidated damages if early departure--\$30,000 if he leaves first year; \$20,000 if he leaves during second year; and \$10,000 if he leaves during last year of contract
Funding Source:	Appropriated Funds
Area/Department of Assignment:	Athletic Department
Duties and Responsibilities:	Responsible for Women's Basketball program
Justification:	Initial appointment

Leonard Perry (EXHIBIT C)

Position Title:	Men's Basketball Coach
Type of Position:	Non-faculty exempt
FTE:	1.0
Term of Appointment:	12 months
Effective Date:	September 24, 2001-April 9, 2004
Salary Range:	\$100,006.17
Additional Compensation:	Standard UI and Athletic Department fringe benefits; merit payment of 1/13 of base salary if team wins conference championship and receives NCAA or post-season NIT bid; 1/26 of base salary based on academic achievement and behavior of team members; and 1/26 of base salary based on overall development of basketball program; \$5,000 per year for media and public appearances; liquidated damages if early departure--\$30,000 if he leaves first year; \$20,000 if he leaves during second year; and \$10,000 if he leaves during last year of contract
Funding Source:	Appropriated Funds
Area/Department of Assignment:	Athletic Department
Duties and Responsibilities:	Responsible for Men's Basketball program
Justification:	Initial appointment

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EXHIBIT B

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between the University of Idaho (University), and Mike Divilbiss (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate women's basketball team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Director of Athletics (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's President (President).

1.3 Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through 3.2.4 shall cease.

ARTICLE 2

2.1 Term. This Agreement is for a fixed-term appointment commencing on September 24, 2001, and terminating, without further notice to Coach, on April 9, 2004, unless sooner terminated in accordance with other provisions of this Agreement

2.2 Extension or Renewal. This Agreement may be extended or renewed solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any extension or renewal is subject to the prior approval of University's Board of Regents. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.

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ARTICLE 3

3.1 Regular Compensation

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) An annual salary of Seventy-Five Thousand Dollars (\$75,000) per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Regents;
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits, if any are available, as the University's Department of Athletics (Department) provides generally to its employees of a comparable level, including the opportunity to receive a vehicle for business and/or personal use if such a vehicle is available. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation

3.2.1. Each year the Team receives an invitation to the post-season tournament of the National Collegiate Athletic Association or the post-season National Invitation Tournament, and if Coach continues to be employed as University's head men's intercollegiate basketball coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to One-Thirteenth (1/13) of Coach's Annual Salary as it was during the fiscal year in which the invitation was received. The University shall determine the manner in which it shall pay Coach any such supplemental compensation.

3.2.2 Each year Coach shall be eligible to receive supplemental compensation in an amount up to One Twenty-sixth (1/26) of Coach's Annual Salary based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the sole discretion of the President in consultation with the Director. The determination shall be based on the following factors: grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic

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All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University as academically at-risk students; the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach shall be accompanied by a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of Regents and may be made available to the public.

3.2.3 Each year Coach shall be eligible to receive supplemental compensation in an amount up to One Twenty-sixth (1/26) of Coach's Annual Salary based on the overall development of the intercollegiate women's basketball program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University students, staff, faculty, alumni and boosters; and any other factors the President wishes to consider. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the sole discretion of the President in consultation with the Director.

3.2.4 Coach agrees that the University has the exclusive right to operate youth basketball camps for girls on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's girls' basketball camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's summer girls' basketball camps, the University shall pay Coach an amount equal to the net revenue (gross revenue minus deduction of all expenses reasonably attributable to the camps) of the camps as supplemental compensation during each year of his employment as head intercollegiate women's basketball coach at the University. This amount shall be paid on or before October 1st of each year for the preceding summer.

3.2.5 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University is negotiating or has entered into an agreement with adidas to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning an adidas product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by adidas, or give a lecture at an event sponsored in whole or in part by adidas, or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head intercollegiate women's basketball coach. In order to avoid entering into an agreement with a competitor of adidas, Coach shall submit all outside

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consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including adidas, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1 Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1 Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2 Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3 Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4 Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference in which University competes, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. Coach currently supervises two assistant coaches, and may be required to supervise other employees in the future. The applicable laws, policies, rules, and regulations include: (a)

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State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's Faculty-Staff Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the conference in which the University's women's intercollegiate basketball team participates.

4.1.5 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.2 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President for all athletically related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

4.3 Hiring Authority. Coach shall have the responsibility and the sole authority for recommending to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Regents .

4.4 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.

4.5 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties

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prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

ARTICLE 5

5.1 Termination for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

5.1.1 In addition to the definitions contained in applicable rules and regulations, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;
- c) A deliberate or major violation, as reasonably determined by University, by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;

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- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

5.1.2 Suspension, reassignment, or termination for cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or his designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

5.2 Termination for Convenience of University.

5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not a penalty, a sum equal to the salary set forth in section 3.1.1(a), excluding all withholdings and deductions which in University's opinion are required by law. The liquidated damages payable under this paragraph shall be paid in equal installments on the regular

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paydays of University until the term of this Agreement would have ended but for its termination or until Coach obtains reasonably comparable employment, whichever occurs first. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University employee until the term of this Agreement would have ended but for its termination or until Coach obtains reasonably comparable employment, whichever occurs first. Coach shall be entitled to no other damages, compensation, or fringe benefits.

5.2.3 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3 Termination by Coach for Convenience.

5.3.1 The Coach recognizes that his promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University before the end of the contract term.

5.3.2 The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before April 9, 2002, the sum of \$30,000.00; (b) if the Agreement is terminated between April 10, 2002, and April 9, 2003, inclusive, the sum of \$20,000.00; (c) if the Agreement is terminated between April 10, 2003, and April 9, 2004, inclusive, the sum of \$10,000.00. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur

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administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

5.3.5 Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit his right to receive all supplemental compensation and other payments unpaid as of the date Coach gives notice of termination, unless Coach's right to receive those payments have vested pursuant to the terms of this Agreement.

5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University.

5.5 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.6 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either

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party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Faculty-Staff Handbook.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Regents and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Regents, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Regents and University's rules regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the University's courtesy car program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control, as well as any courtesy cars provided to Coach, to be delivered to the Director or such other person(s) as the Director designates.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

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6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University: Director of Athletics
 University of Idaho
 P.O. Box 442302
 Moscow, ID 83844-2302
 Phone: (208) 885-2000
 Fax: (208) 885-2862

with a copy to: President
 University of Idaho
 P.O. Box 443151
 Moscow, ID 83844-3151
 Phone: (208) 885-6365
 Fax: (208) 885-6558

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the Coach: Mike Divilbiss
Last known address on file with
University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Regents.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

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UNIVERSITY

COACH

Robert A. Hoover, President Date

Mike Divilbiss Date

Approved by the Board of Regents on the ____ day of _____, 2001.

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EXHIBIT C

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between the University of Idaho (University), and Leonard Perry (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate men's basketball team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Director of Athletics (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's President (President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through 3.2.5 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment commencing on September 24, 2001, and terminating, without further notice to Coach, on April 9, 2004, unless sooner terminated in accordance with other provisions of this Agreement

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University's Board of Regents. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.

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ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) An annual salary of \$100,006.17 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Regents;
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits, if any are available, as the University's Department of Athletics (Department) provides generally to its employees of a comparable level, including the opportunity to receive a vehicle for business and/or personal use if such a vehicle is available. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation

3.2.1 Each year the Team receives an invitation to the post-season tournament of the National Collegiate Athletic Association or the post-season National Invitation Tournament, and if Coach continues to be employed as University's head men's intercollegiate basketball coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to One-Thirteenth (1/13) of Coach's Annual Salary as it was during the fiscal year in which the invitation was received. The University shall determine the manner in which it shall pay Coach any such supplemental compensation.

3.2.2 Each year Coach shall be eligible to receive supplemental compensation in an amount up to One Twenty-sixth (1/26) of Coach's Annual Salary based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the sole discretion of the President in consultation with the Director. The determination shall be based on the following factors: grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic

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All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University as academically at-risk students; the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach shall be accompanied by a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of Regents and may be made available to the public.

3.2.3 Each year Coach shall be eligible to receive supplemental compensation in an amount up to One Twenty-sixth (1/26) of Coach's Annual Salary based on the overall development of the intercollegiate men's basketball program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University students, staff, faculty, alumni and boosters; and any other factors the President wishes to consider. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the sole discretion of the President in consultation with the Director.

3.2.4 The Coach shall receive the sum of Fifty-Thousand Dollars (\$50,000.00) from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Coach's right to receive such a payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later. This sum shall be paid as follows: (1) For fiscal year 2002—Twenty-Five Thousand Dollars (\$25,000.00) on or before September 28, 2001, and Twenty-Five Thousand Dollars (\$25,000.00) on or before January 15th, 2002; (2) For fiscal year 2003—Twenty-Five Thousand Dollars (\$25,000.00) on or before July 15th, 2002, and Twenty-Five Thousand Dollars (\$25,000.00) on or before January 15th, 2003; (3) For fiscal year 2004—Twenty-Five Thousand Dollars (\$25,000.00) on or before July 15th, 2003, and Twenty-Five Thousand Dollars (\$25,000.00) on or before January 15th, 2004. Agreements requiring the Coach to participate in Programs related to his duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

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3.2.5 Coach agrees that the University has the exclusive right to operate youth basketball camps for boys on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's boys' basketball camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's summer boys' basketball camps, the University shall pay Coach an amount equal to the net revenue (gross revenue minus deduction of all expenses reasonably attributable to the camps) of the camps as supplemental compensation during each year of his employment as head intercollegiate men's basketball coach at the University. This amount shall be paid on or before October 1st of each year for the preceding summer.

3.2.6 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University is negotiating or has entered into an agreement with adidas to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning an adidas product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by adidas, or give a lecture at an event sponsored in whole or in part by adidas, or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head intercollegiate men's basketball coach. In order to avoid entering into an agreement with a competitor of adidas, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including adidas, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

BUSINESS AFFAIRS AND HUMAN RESOURCES
SEPTEMBER 20-21, 2001

ARTICLE 4

4.1 Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1 Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2 Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3 Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4 Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference in which University competes, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. Coach currently supervises three assistant coaches and may be required to supervise other employees in the future. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's Faculty-Staff Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the conference in which the University's men's intercollegiate basketball team participates.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in

BUSINESS AFFAIRS AND HUMAN RESOURCES
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connection with any such arrangements without the prior written approval of the Director and the President.

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President for all athletically related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority for recommending to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Regents .

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

ARTICLE 5

5.1 Termination for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

5.1.1 In addition to the definitions contained in applicable rules and regulations, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

BUSINESS AFFAIRS AND HUMAN RESOURCES
SEPTEMBER 20-21, 2001

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;
- c) A deliberate or major violation, as reasonably determined by University, by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University 's governing board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University 's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team;
or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

BUSINESS AFFAIRS AND HUMAN RESOURCES
SEPTEMBER 20-21, 2001

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or his designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

5.2 Termination for Convenience of University.

5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not a penalty, a sum equal to the salary set forth in section 3.1.1(a), excluding all withholdings and deductions which in University's opinion are required by law. The liquidated damages payable under this paragraph shall be paid in equal installments on the regular paydays of University until the term of this Agreement would have ended but for its termination or until Coach obtains reasonably comparable employment, whichever occurs first. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University employee until the term of this Agreement would have ended but for its termination or until Coach obtains reasonably comparable employment, whichever occurs first. Coach shall be entitled to no other damages, compensation, or fringe benefits.

5.2.3 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable

BUSINESS AFFAIRS AND HUMAN RESOURCES
SEPTEMBER 20-21, 2001

compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3 Termination by Coach for Convenience.

5.3.1 The Coach recognizes that his promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University before the end of the contract term.

5.3.2 The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before April 9, 2002, the sum of \$30,000.00; (b) if the Agreement is terminated between April 10, 2002, and April 9, 2003, inclusive, the sum of \$20,000.00; (c) if the Agreement is terminated between April 10, 2003, and April 9, 2004, inclusive, the sum of \$10,000.00. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

5.3.5 Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit his right to receive all supplemental compensation and other payments unpaid as of the date Coach gives notice of termination, unless Coach's right to receive those payments have vested pursuant to the terms of this Agreement.

BUSINESS AFFAIRS AND HUMAN RESOURCES
SEPTEMBER 20-21, 2001

5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University.

5.5 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.6 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Faculty-Staff Handbook.

BUSINESS AFFAIRS AND HUMAN RESOURCES
SEPTEMBER 20-21, 2001

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Regents and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Regents, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Regents and University's rules regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the University's courtesy car program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control, as well as any courtesy cars provided to Coach, to be delivered to the Director or such other person(s) as the Director designates.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable

BUSINESS AFFAIRS AND HUMAN RESOURCES
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substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University: Director of Athletics
 University of Idaho
 P.O. Box 442302
 Moscow, ID 83844-2302
 Phone: (208) 885-2000
 Fax: (208) 885-2862

with a copy to: President
 University of Idaho
 P.O. Box 443151
 Moscow, ID 83844-3151
 Phone: (208) 885-6365
 Fax: (208) 885-6558

the Coach: Leonard Perry
 Last known address on file with
 University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

BUSINESS AFFAIRS AND HUMAN RESOURCES
SEPTEMBER 20-21, 2001

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Regents.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY

COACH

Robert A. Hoover, President Date

Leonard Perry Date

Approved by the Board of Regents on the ____ day of _____, 2001.

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**BUSINESS AFFAIRS AND HUMAN RESOURCES
SEPTEMBER 20-21, 2001**

**ROUTINE AGENDA
LEWIS-CLARK STATE COLLEGE**

ITEM #1.4

2.0 BUSINESS AFFAIRS AND HUMAN RESOURCES

2.1 NEW POSITION

2.1.2 ACADEMIC

Position Title:	Visiting Assistant Professor
Type of Position:	Faculty
FTE:	1.0
Term of Appointment	12 months
Effective Date:	August 1, 2001
Salary Range:	\$49,300
Funding Source:	H&W Grant/SBOE Training Grant, Governor's Initiative
Area/Department Assigned:	Division of Education
Duties & Responsibilities:	Teach 18 credits per academic year; advise students, market CDC program; finalize SBOE Distance Learning Initiative; and write and streamline specialized training for Governor's Initiative.
Justification for the Position:	A technologically qualified person is needed to teach psychology courses, provide Chemical Dependency Counseling certification and coordinate state-wide training for counselors.

2.1.4 OTHER

Position Title:	Office Specialist II
Type of Position:	Classified
FTE:	1.0
Term of Appointment:	12 months
Effective Date:	August 1, 2001
Salary Range:	\$19,074 - \$20,010
Funding Source:	Appropriated Funds
Area/Department Assigned:	Coeur d'Alene Center
Duties & Responsibilities:	To provide a variety of office support or secretarial functions which require an in-depth knowledge of college practices and procedures relating to admissions, registration, financial aid, and other related areas.
Justification for the Position:	The replacement of Irregular Help with this position will create continuity in the Center.

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**BUSINESS AFFAIRS AND HUMAN RESOURCES
SEPTEMBER 20-21, 2001**

ROUTINE AGENDA

ITEM #1.5

IDAHO DIVISION OF VOCATIONAL REHABILITATION

2.0 BUSINESS AFFAIRS AND HUMAN RESOURCES

2.1 NEW POSITION

2.1.4 OTHER

Position Title: Rehabilitation Counselor
Type of Position: Exempt
FTE: 1.0/12 months
Term of Appointment: One Year
Effective Date: 07/02/2001
Salary Range: \$29,120.00 - \$42,452.80
Funding Source: State/Federal Funds
Area/Dept of Assignment: Idaho Division of Vocational Rehabilitation
Duties and Responsibilities: Rehabilitation Counselor for Adult Correction in Idaho Falls region
Justification for the Position: New position

Position Title: Rehabilitation Counselor
Type of Position: Exempt
FTE: 1.0/12 months
Term of Appointment: One Year
Effective Date: 07/02/2001
Salary Range: \$29,120.00 - \$42,452.80
Funding Source: State/Federal Funds
Area/Dept of Assignment: Idaho Division of Vocational Rehabilitation
Duties and Responsibilities: Rehabilitation Counselor for Juvenile Corrections in Pocatello region
Justification for the Position: New position

Position Title: Rehabilitation Counselor
Type of Position: Exempt
FTE: 1.0/12 months
Term of Appointment: One Year
Effective Date: 07/02/2001
Salary Range: \$29,120.00 - \$42,452.80
Funding Source: State/Federal Funds
Area/Dept of Assignment: Idaho Division of Vocational Rehabilitation
Duties and Responsibilities: Rehabilitation Counselor for School/Work in Pocatello region
Justification for the Position: New position

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**BUSINESS AFFAIRS AND HUMAN RESOURCES
SEPTEMBER 20-21, 2001**

**ROUTINE AGENDA
IDAHO PUBLIC TELEVISION**

ITEM #1.6

**2.0 BUSINESS AFFAIRS AND HUMAN RESOURCES COMMITTEE
2.9 ITEMS NOT COVERED IN OTHER SECTIONS**

To: State Board of Education
Fr: Peter W. Morrill, General Manager
Dt: August 20, 2001
Re: System Report

IdahoPTV Programs Win Recognition, Page 2

Digital Television Transition Progresses, Page 2

Schedule Changes Coming This Fall, Page 3

Upgraded Digital Microwave Service Between Pocatello & Boise, Page 5

Ford Foundation Grants Funds To Three PTV Stations, Page 5

Idaho PTV Continues Redistricting Commission Coverage, Page 6

DIALOGUE: Achievement Standards, Page 6

Meta Data And ICTL, Page 7

SDE Weekly Newscasts Return This Fall, Page 7

New College Credit Telecourses To Premiere, Page 7

Back To School, Page 8

A New Season For DIALOGUE FOR KIDS Starts Off Hot!, Page 10

IDAHO PUBLIC TELEVISION continued
PAGE 2

IDAHOPTV PROGRAMS WIN RECOGNITION

Over the last few weeks, several Idaho Public Television productions have been recognized with awards from both local and national organizations.

On July 28, 2001, the Idaho State Broadcasters Association awarded two distinctions of merit:

OUTDOOR IDAHO: VOLUNTEERS IN THE OUTDOOR, Best Agricultural Program, Joan Cartan-Hansen, Pat Metzler, Alan Austin, Bruce Reichert.

BRING YOU THE BEST, Best Audience Promotion Using TV, Jeff Tucker, Morgan Dethman, Bruce Reichert.

In addition, **HEARTS & MINDS: TEENS & MENTAL ILLNESS** has been honored with:

National Mental Health Association's 2001 Media Awards Competition, Local Television Educational Or Public Service Programming Award.

National Alliance For The Mentally Ill (NAMI) Outstanding Media Award For Public Education Through Television. This award is given in recognition of outstanding journalism that covers mental illness issues with fairness, sensitivity and accuracy.

HEARTS & MINDS: TEENS & MENTAL ILLNESS was a collaborative project between Idaho Public Television and the Idaho Department of Health and Welfare.

DIGITAL TELEVISION TRANSITION PROGRESSES

Construction and installation of mandated digital television equipment required for broadcasts in southwestern Idaho is progressing well. IdahoPTV is collaborating with KIVI-TV, Nampa and KBCI-TV, Boise, as well as Citadel Radio Group and Boise State Radio Network on the construction of a shared 350 foot transmission tower, antennas, and building at Deer Point, about 10 miles north of Boise.

The television partners in the project anticipate initial digital television service will begin by mid-September.

BUSINESS AFFAIRS AND HUMAN RESOURCES
SEPTEMBER 20-21, 2001

IDAHO PUBLIC TELEVISION continued
PAGE 3

Funding for the Idaho Public Television portion of this project (Phase 1 of 3) was made possible by an appropriation by the State of Idaho and a major competitive grant received in October 2000 from the United States Department of Commerce, Public Telecommunications Facilities Program (PTFP).

Phase 2 (of 3) of the project, which includes service to north Idaho (KUID-DT, Moscow and KCDT-DT, Coeur d'Alene) and southwestern Idaho (KISU-DT, Pocatello) is also progressing well. We anticipate service to begin in these areas by mid-2002. Funding for Phase 2 was made possible by the State of Idaho. We are also awaiting notification in late September 2001 from PTFP regarding a competitive grant application we submitted for equipment.

Finally, funding for Phase 3 of 3, which includes digital television service to KIPT-DT, Twin Falls, is being requested in Idaho Public Television's FY 2003 state budget request and an anticipated FY 2002 PTFP grant request due in early January 2002. If we are successful, service to Twin Falls will begin in early 2003.

The federal deadline for public television stations to be broadcasting on the assigned digital television transmitter channels is May 1, 2003. The deadline for commercial television stations is May 1, 2002.

SCHEDULE CHANGES COMING THIS FALL

For the first time in nearly 30 years, major changes are coming to the national PBS schedule. In an attempt to make the signature series more accessible to viewers, last year, seven PBS stations (including KUED/Salt Lake City) conducted a pilot project of changing the nights that our major series air.

For example we currently air MASTERPIECE THEATRE on Sunday nights when the commercial stations also air some of their strongest Movies of the Week. On the other hand Monday Night Football draws huge male audiences, but there is little on commercial TV to appeal to women on Mondays, the core audience for MASTERPIECE THEATRE. As a result of the research, including from the pilot stations project, look for the following changes beginning next month – AMERICAN MASTERS and THE AMERICAN EXPERIENCE move to Sunday nights. MASTERPIECE THEATRE moves to Monday nights. FRONTLINE moves to Thursday nights. MYSTERY will eventually become a summer replacement for MASTERPIECE THEATRE. Below are the details:

BUSINESS AFFAIRS AND HUMAN RESOURCES
SEPTEMBER 20-21, 2001

IDAHO PUBLIC TELEVISION continued
PAGE 4

Sunday Nights:

7:00/6:00 p.m. MT/PT	Outdoor Idaho
8:00/7:00 p.m. MT/PT	Nature
9:00/8:00 p.m. MT/PT	American Masters (Fall) and American Experience (Winter/Spring/Summer)

Monday Nights

7:00 p.m.	Antiques Roadshow (US)
8:00 p.m.	Masterpiece Theatre (Fall/Winter/Spring) and Mystery (Summer)
10:00 p.m.	Specials

Tuesday Nights

7:00 p.m.	NOVA
8:00 p.m.	Scientific American Frontiers/Other Science Specials
9:00 p.m.	Limited Series
10:00 p.m.	Specials

Wednesday Nights

7:00 p.m.	Specials
8:00 p.m.	Performance & Arts Specials
10:00 p.m.	Specials & Limited Series

Thursday Nights

7:00/8:00 p.m. MT/PT	Antiques Roadshow (UK)
8:00/7:00 p.m. MT/PT	Outdoor Idaho
8:30/7:30 p.m. MT/PT	Dialogue
9:00 p.m.	Frontline
10:00 p.m.	Mystery (Repeats until it moves to Mondays in Summer, 2002)

Friday Nights

7:00 p.m.	Washington Week in Review
7:30 p.m.	Wall Street Week
8:00 p.m.	Life 360 (new PBS Public Affairs Series Fall)
9:00 p.m.	Austin City Limits
10:00 p.m.	As Time Goes By
10:30 p.m.	Egg The Arts Show

Saturday Nights

No Changes

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Both nationally and locally, PBS and members stations will be conducting extensive research to access viewer reaction to these changes.

UPGRADED DIGITAL MICROWAVE SERVICE BETWEEN POCA TELLO & BOISE

Beginning in early fall, Idaho Public Television anticipates the initiation of upgraded service via microwave transmission service for our broadcast video link between Pocatello and Boise. This is the culmination of a five-year collaboration with the Idaho Department of Administration and several other state agencies to upgrade the statewide microwave system.

Last year, the same collaboration resulted in upgraded service connecting Moscow and Boise. The impetus was two-fold:

- Our analogue microwave system was more than 25 years old
- Federally mandated conversion to digital television by May 2003

The new system will improve our quality of service to both our analogue television viewers and provide the "pipeline" required for statewide digital television service beginning in 2002.

Finally, the upgraded system will also provide capacity for Descriptive Video Service (DVS) broadcasts in eastern Idaho. Last fiscal year, the Idaho School For the Deaf and Blind and IdahoPTV partnered to bring Descriptive Video Service to sight-impaired audiences statewide. DVS provides narrated descriptions of a program or movie's key visual elements such as actions, settings, body language, and graphics, all without interfering with the program dialogue. Currently Idaho Public Television provides DVS service to viewers in south central, southwestern, and north Idaho.

FORD FOUNDATION GRANTS FUNDS TO THREE PTV STATIONS

The Ford Foundation has just awarded a one-year, \$400,000 grant to IdahoPTV, Wyoming Public Television, and KNPB (Reno) to establish a partnership in developing regional public affairs programming that will transition into digital television resources for citizens.

The proposed project includes collaborative public affairs television productions, enhancements of local public affairs by each partner through the use of independent content producers, and the exploration, by each partner, of a different component of future DTV content production and services. The productions will concentrate on topics

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of particular regional interest: “Water”, “Management of Federal Lands”, and “Our Increasing Latino Populations.” Special effort will be made to identify tribal interests and issues within these topics.

KNPB will focus on building iDVD production capacity suited for the distribution of citizen-oriented information and public affairs resources, which will transition to DTV broadcast materials. IdahoPTV will focus on developing the capacity for indexing and contextualizing the legislative record along with public affairs information from a variety of sources, including public broadcasters and independent newspapers. Wyoming Public Television will explore audio-streamed services and potentially building collaborations with local public radio broadcasters. All partners will share their newfound expertise with each other, provide specialized services for each other, and participate in regional coordination and expansion of public affairs information and programming. The partners will use some part of the Ford Foundation funding to expand (or re-establish) their local public affairs programs that cover state and local governments and issues.

This grant, to strengthen local and regional public affairs content so as to increase citizen participation, becomes a stepping stone to address how public DTV broadcasts can best serve rural citizens. There are unique issues in the rural West that challenge the promise of new telecommunications technologies. We hope to identify how best to realize some of this promise as we move towards DTV -- creating useful content that will generate civic dialogue and action, broadening the view both into, and out of rural areas, and empowering the voices of Latinos, tribal members, and those that live in the rural West.

IDAHO PTV CONTINUES REDISTRICTING COMMISSION COVERAGE

Idaho Public Television will continue our on-going web audio streaming coverage on www.idahoptv.org of the Redistricting Commission proceedings on Saturday, August 18; Sunday, August 19; and Tuesday, August 21. DIALOGUE, Idaho Public Television’s weekly, statewide public affairs program is scheduled on Thursday, October 11, to cover the final recommendations, should they be reached, made by the citizens commission. Guests will include the members of the Citizens Commission.

DIALOGUE: ACHIEVEMENT STANDARDS

Air Date: Thursday, August 30, 8:30 pm Mtn/7:30pm Pac
Repeat: Sunday, September 2, 5:30pm Mtn/4:30pm Pac

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DIALOGUE will examine achievement standards with guests Karen McGee, President, State Board of Education; Phil Kelly, Boise State University; and Cindy Bechinski, Moscow School District.

META DATA AND ICTL

David Liroff, Vice President and Chief Technology Officer at public television station WGBH, Boston, will meet with the Higher Education Information Technology Committee (a sub-committee of the ICTL) in late August to share his expertise and vision on the direction of content and asset management systems. In particular, he will address the potential of a collaboratively managed system that involves education and public television entities, managing multiple media formats. An "asset management system" enables many users (e.g. teachers, students, content producers) access to digitized information and media (e.g. digitized books, course materials, curriculum-based lesson plans, video and audio materials, databases, etc.) created and maintained by multiple entities (universities, SDE, public television, agencies, etc.).

SDE WEEKLY NEWSCASTS RETURN THIS FALL

The weekly State Department of Education News & Reports, a ten-minute minute newscast, featuring Alison Westfall, the SDE Public Information Officer, returns this fall on IdahoPTV each Thursday, as part of the overnight Instructional Television broadcasts. Beginning this school year it is also available "on demand" as a video-stream on the IdahoPTV web-site.

NEW COLLEGE CREDIT TELECOURSES TO PREMIERE

IdahoPTV is airing 12 telecourses this fall, eight of which are available for college credit through Boise State University. Telecourses begin September 8, and include several general education core courses: United States History (HIST 101), Survey of World Regional Geography (GEOG 201), Intro to Multiethnic Studies (SOC 230), Career and Life Planning (UNIV 108), Intro to Descriptive Astronomy (PHYS 105), Fundamentals of Geology (GEOL 100), General Psychology (PSYC 101), English Composition, Introduction to Spanish, Introduction to French, and English as a Second Language.

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BACK TO SCHOOL

As students and teachers head back to the classroom this year, IdahoPTV and PBS examine the profession of teaching from the struggles of the first year teacher to those who have been recognized for excellence in the field. We also take a look back at the roots of education in American and where public education is going.

SCHOOL: THE STORY OF AMERICAN PUBLIC EDUCATION airs Monday, September 3 and Tuesday, September 4 from 8:00 – 10:00 p.m. MT/PT.

This four-part series chronicles the dramatic history of America's struggle to educate all of its citizens and unite them as a nation. Ten years in the making, the series journeys through history, and across the nation, with a portrait of history of American education.

The companion Web site www.pbs.org/publicschool/ examines the key themes, scholarly perspectives, and topical questions for each of the four episodes.

ONLY A TEACHER airs Monday, September 3 - Wednesday, September 5 at 10:00 p.m. MT/PT.

This documentary series explores the diverse faces and many roles of the American teacher from the 1820s to the present, forming a dialogue between teachers past and present about issues that have confronted them throughout history. Film and television clips and comic stereotypes present popular perceptions—and misperceptions—of teachers.

The companion Web site www.pbs.org/onlyateacher/ provides additional information about the history of teaching and looks at some of the issues facing educators today.

TEACHERS & THEIR COACHES airs Friday mornings September 7- October 12 from 2:30/1:30 – 3:00/2:00 a.m. MT/PT during the instructional block-feed.

This series provides practical information for new teachers. Content is rooted in research and demonstrated by real-life educators who often acquired this wisdom from the best teacher of all—experience.

FIRST YEAR airs September, 11 at 9:30 p.m. MT/PT.

This documentary follows five teachers, new to the profession, through their first school year in Southern California. The experiences of the teachers reflect the diverse community they serve, as they work with children, teenagers, and adults, spending extra time reaching out to troubled students, dealing with recent immigrants who are learning English as a second language or struggling against an unresponsive system.

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NO GREATER CALLING airs Friday, September 21 at 8:00 p.m. MT/PT.

This program introduces six teachers from around the country who have been recognized for excellence in the classroom, illuminating the strength of education when teachers aspire to excellence and demonstrate an extraordinary level of dedication to education.

FOREIGN LANGUAGES

September's instructional block-feeds feature programs designed to help implement a foreign language into the elementary curriculum. The instructional block-feeds air Monday-Friday mornings from 1:00 a.m./midnight – 3:00/2:00 a.m. MT/PT.

First Steps En Espanol & Français and Next Steps En Espanol & Français are designed for the primary grades. There are ten episodes in each of the four series.

Lyric Language teaches foreign languages to children through music and delightful bilingual lyrics. Four episodes are dedicated to French. Two episodes are dedicated to Japanese.

PROFESSIONAL DEVELOPMENT

Once again this year we will be offering the professional development courses from CPB/ANNENBERG on our Friday morning instructional block-feeds from 1:00 a.m./midnight – 3:00/2:00 a.m. MT/PT. There are 2 graduate credits available for each of these workshops from Colorado State University.

The first workshop during the instructional block-feed is MATHEMATICS: WHAT'S THE BIG IDEA?, which airs September 7 – October 19, 2001. This eight-part workshop offers motivation and tools to teachers of mathematics who want to explore new ways of teaching. K-8 teachers of mathematics will contemplate intriguing questions about math and student understanding.

RESOURCES FOR THE MATH CURRICULUM

MATH TALK airs Monday, September 10, 17, and 24 during the instructional block-feed from 1:00 a.m./midnight – 3:00/2:00 a.m. MT/PT. This series has 22, 15-minute episodes designed especially for classroom use in grades four through six. Based on the award-winning Square One TV, MATH TALK gets students excited about mathematics, talking about mathematics and—most important—improving their abilities in problem-solving, reasoning, math communication, and making connections.

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NASA CONNECT Proportionality: X-Plane Generation airs Thursday, September 27.

This episode of NASA Connect introduces students to NASA researchers and other professionals who:

- (a) describe the relationship between force, energy, and motion;
- (b) discuss how NASA's experimental Xplane is being tested to make space travel more reliable;
- (c) show students how proportionality and ratios are used to make scale models of spacecraft like the X-33; and
- (d) describe how scale models are more manageable than full-scale models when it comes to testing and retesting designs.

The companion Web-site edu.larc.nasa.gov/connect/ provides lesson guides and online activities for each of the programs. A new episode in this series airs each month.

A NEW SEASON FOR DIALOGUE FOR KIDS STARTS OFF HOT!

DIALOGUE FOR KIDS Wildfires airs Tuesday, September 11 at 2:00/1:00 p.m. MT/PT. What can you do to prevent Wildfires? Are all wildfires bad? What steps should you take if there is a wildfire near you? Find out the answers to these questions on DIALOGUE FOR KIDS! Experts Randy Eardley and Pat Durland from the National Interagency Fire Center will answer students' questions on the topic. Students can pose their questions to the experts: live by telephone; by e-mail; or by FAX. The Web site idahoptv.org/dialogue4kids/ provides additional resources, classroom activities, and information.

DIALOGUE FOR KIDS

2001-2002 Schedule

Sept 11	Wildfires
Oct 9	Electricity
Nov 13	Dinosaurs
Dec 11	Astronomy
Jan 8	Mountain Goats
Feb 12	The Brain
March 12	Desert Habitat
April 9	Rocks & Minerals
May 14	Weather